IN THE COURT OF JUDICATURE AT BOMBAY

ORIGINAL SIDE JURISDICTION

COMPANY PETITION NO. 473 OF 2006

M/s.Nacoma S.A. . ...Petitioners
vs.
M/s. Prerna Textiles Industries P.Ltd ...Respondents

Mr.Jain i.by.S.K.Jain for the petitioners.
Mr.Umashankar Upadhyay for the respondents.

CORAM: S.C. DHARMADHIKARI, J.

18th January, 2007.

P.C :-

1. Both sides do not dispute that the petition is not yet admitted by this court.

2. During the pendency thereof, parties have settled their disputes and they have informed their advocates respectively. The minutes of the consent terms have been duly approved by respective clients and they have authorised their advocates to put their

signatures thereon and file the same in court.

3. Under the consent terms, it is agreed that the amount due and payable to the petitioners in U.S.$ stands confirmed to the extent specified in Clause 1 and the payment shall be made in instalments in the manner set out in Clause 2 and 4 accordingly. The consequences in default are also provided for.

4. The consent terms are duly signed by the advocates and tendered after the draft was approved by the parties.

5. The consent terms are therefore taken on record and marked ‘X’ for identification. Order in terms of the consent terms. Undertaking in accepted.

6. Needless to state, that the undertaking as stipulated in Clause 5 of the consent terms cannot be accepted because the same is contrary to the provisions of the Sick Industrial Companies Act, 1985.

sd/-

(S.C.DHARMADHIKARI, J)